the beneficiary's inability to collect the insurance; accordingly a *quasi*-contractual obligation on the insurer to pay the administrators of the insured arises to prevent this unjust enrichment. This case is clearly within the principle of the established rule that, when because of a statute requiring insurable interest a beneficiary cannot take, the policy is not thereby avoided. *Shea* v. *Benefit Association*, 160 Mass. 289. For it is evident that as respects the insurer's rights it can make no difference whether the beneficiary's disability is due to a statute or to her own crime.

The court in the principal case, however, attempted to draw a distinction between the ordinary life insurance policy and the benefit association certificate, on the ground that while in the former the contract is with the beneficiary, in the latter it is with the insured himself. It is very doubtful whether there is any satisfactory principle to support this distinction; nevertheless it has been adopted in some cases. Still, even on this view the principal case was rightly decided, though the reasoning of the court that the association was a trustee is none the less unsound. For the administrators of the insured would have the legal claim against the insurer. This they would ordinarily hold in trust for the beneficiary, but owing to the crime of the beneficiary in the principal case, public policy would prevent the carrying out of the trust. However, this defence of public policy would not bar the administrators of their claim against the insurers, and this they would hold as a resulting trust for the estate of the deceased. Thus on either view the satisfactory result may be reached without doing any violence to legal principles.

Rights Incidental to Littoral Ownership. — Since littoral rights are natural and are attached to land, they belong to a man only because he is owner of shore land. When the owner loses all his land by erosion, it is difficult to see how he can retain any littoral rights, as he no longer has any land to which they can attach. A recent New Jersey decision, however, denies that he loses all his rights in such a case. *Ocean City Association* v. *Shriver*, 46 Atl. Rep. 690 (N. J., C. A.). The plaintiff, owner of a large littoral tract, conveyed to the defendant's grantor a lot which was separated from the ocean by other land of the plaintiff's. The sea gradually washed away the intervening land until the line of ordinary high water reached the remote lot. Later the ocean receded and the plaintiff claimed the land thus uncovered. The court held that the plaintiff was entitled to the accretions beyond the original limits of the defendant's lot.

The only case presenting a similar question is *Welles* v. *Bailey*, 55 Conn. 292. In that case, the court reached the opposite conclusion, holding that when land once becomes riparian, it remains so, and the boundary line follows the gradual shifting of the river, even after it has encroached beyond the owner's original limits. The court, in the principal case, claims that this view of the law is at variance with the general doctrine as declared in Hale's "De Jure Maris," and as approved by a dictum in *Mulry* v. *Norton*, 100 N. Y. 424. It is doubtful whether this contention is correct, as Lord Hale evidently had in mind the case between the Crown and a littoral owner, and not at all a dispute between two successive littoral owners. The decision in the principal case seems to be indefensible. The court denies that the plaintiff has lost his title

to the land in spite of the fact that the law is perfectly well settled that land washed away by the gradual encroachment of the sea goes to the Crown. *In re Hull & Selby R. R.*, 5 M. & W. 333. Further, it maintains that as between vendor and vendee, he who was littoral owner at the time of the grant always remains so. The cases cited do not support such a doctrine, which has the effect of causing littoral rights to exist apart from the ownership of land, nor indeed can any authority for it be found. In view of the grounds of the decision, the difficulty seems to be that the court has failed to recognize that littoral rights are inseparably connected with land and can only belong to a man because he owns littoral land.

LEGAL CAUSE. — The basic principle that a man is liable only for injuries caused by his wrongful conduct involves the three elements of an injury to the plaintiff, a wrong on the part of the defendant, and causal connection between the wrong and the injury. Given the first two elements, what is to determine whether the wrong is the legal cause of the injury? The maxim, *Causa proxima non remota spectatur*, is, of itself, of no assistance. The definition of *causa proxima*, or legal cause, is one of the most disputed legal questions.

By the weight of authority the defendant's wrong is the legal cause of the injury, at least where under the surrounding circumstances the injury is such a consequence as the wrong-doer might and ought to have foreseen as likely to follow from his wrong, — in other words, when the consequence is the natural and probable result of the wrong. *Hoag* v. *Lake Shore & M. S. Ry. Co.*, 85 Pa. 293. But the better view is that this definition is not sufficiently inclusive. Shearm. and Redf. Negligence, 5th ed. § 28. It is not possible for a reasonable man to foresee all results which in fact are natural and probable, though if at the time such results had been brought to his attention he would have thought them so. *Ehrgott* v. *Mayor, etc. of New York*, 96 N. Y. 264. Hence it is necessary to add to the definition given that if a reasonable man would have foreseen that injury in some form was likely to result, and injury does result, the defendant is liable even though the precise form of the injury was not foreseen. *Hill* v. *Winsor*, 118 Mass. 251; *Christianson* v. *Chicago, etc. Ry. Co.*, 67 Minn. 94. The definition is not complete even with this addition; but without the qualification it is insufficient and not supported by the trend of authority.

The necessity of the addition is brought out by an interesting Indiana case. *Evansville, etc. R. Co.* v. *Welch*, 58 N. E. Rep. 88. The plaintiff, while standing on the platform of one of defendant's stations, was hit and injured by the body of a person who had been run over at a crossing near by through the negligence of the engineer. Following the case of *Wood* v. *Pa. R. Co.*, 177 Pa. St. 306, the court held that the demurrer to the declaration should not have been overruled since the negligence of the company was not the legal cause of plaintiff's injuries. The reasoning used in the decision is hardly logical. For the court argues that the company is not to be charged with foreseeing that death or injury to some one on the platform was likely to result from the negligence of the engineer, since the fact that large numbers of people every day use station platforms shows that reasonable men do not consider that death or injury are likely to result from standing on the platform. In other words,